



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed March 20, 2020


United States Bankruptcy Judge

V17.09.04

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

IN RE:

CHRISTOPHER LYNN ORSAK
CHELSI ANNE ORSAK

* CASE NUMBER: 19-70285-HDH-12
*
* HEARING DATE: MARCH 18, 2020
* HEARING TIME: 1:30 PM

ORDER CONFIRMING

DEBTOR'S (S') AMENDED CHAPTER 12 PLAN OF REORGANIZATION

The Court having heard the Debtor's(s') Plan (or Amended/Modified Plan) of Reorganization dated February 26, 2020 at the hearing date and time above.

It having been determined after hearing on notice that:

1. The Plan complies with the provisions of Chapter 12 of the Bankruptcy Code; and
2. Any fee, charge or amount required under Chapter 123 of Title 28, or by the Plan, to be paid before Confirmation, has been paid; and
3. The Plan has been proposed in good faith and not by any means forbidden by law; and
4. The value, as of the effective date of the Plan, of property to be distributed under the Plan on account of each allowed unsecured claim is not less than the amount that would be paid on such claim if the estate of the Debtor(s) was liquidated under Chapter 7 of the Bankruptcy Code on such date; and
5. With respect to each allowed secured claim provided for by the Plan, the Plan provides that the holder of such claim retain the lien securing such claim and the value, as of the effective date of the Plan, of property to be distributed by the Trustee or the Debtor(s), under the Plan, on account that such claim is not less than the allowed amount of such claim, or the Debtor(s) surrenders the property securing such claim to such holder; and
6. All payments made or promised by the Debtor(s) or by a person issuing securities or acquiring property under the Plan or by any other person for services or for costs and expenses in, or in connection with, the Plan and incident to the case, have been fully disclosed to the Court and are reasonable, or if to be fixed after confirmation of the Plan, will be subject to the approval of the Court; and
7. The debtor has paid all amounts that are required to be paid under a domestic support obligation and that first become payable after the date of the filing of the petition if the debtor is required by a judicial or administrative order, or by statute, to pay such domestic support obligation; and
8. The Debtor(s) will be able to make all payments under the Plan and to comply in all respects with the Plan;

IT IS THEREFORE ORDERED:

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1(A). PAYMENTS TO THE TRUSTEE BY THE DEBTOR: The Debtor is hereby Ordered to pay to the Chapter 12 Trustee, the following amounts on or before the following dates:

Year	January	February	March	April	May	June
2020	\$0.00 July	\$0.00 August	\$0.00 September	\$740.74 October	\$740.74 November	\$740.74 December
Year	\$740.74 January	\$740.74 February	\$740.74 March	\$740.74 April	\$740.74 May	\$740.74 June
2021	\$782,594.75 July	\$740.74 August	\$740.74 September	\$0.00 October	\$0.00 November	\$0.00 December
Year	\$0.00 January	\$0.00 February	\$0.00 March	\$0.00 April	\$0.00 May	\$0.00 June
2022	\$613,109.53 July	\$0.00 August	\$0.00 September	\$0.00 October	\$0.00 November	\$0.00 December
Year	\$0.00 January	\$0.00 February	\$0.00 March	\$0.00 April	\$0.00 May	\$0.00 June
2023	\$540,719.43 July	\$0.00 August	\$0.00 September	\$0.00 October	\$0.00 November	\$0.00 December
Year	\$0.00 January	\$0.00 February	\$0.00 March	\$0.00 April	\$0.00 May	\$0.00 June
2024	\$468,329.32 July	\$0.00 August	\$0.00 September	\$0.00 October	\$0.00 November	\$0.00 December
Year	\$0.00 January	\$0.00 February	\$0.00 March	\$0.00 April	\$0.00 May	\$0.00 June
2025	\$398,178.10 July	\$0.00 August	\$0.00 September	\$0.00 October	\$0.00 November	\$0.00 December
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1(B). Pursuant to 11 U.S.C. Section 1225(a)(4), debtor(s) must pay at least \$94,826.76 to unsecured Claims. Additionally, debtor(s) shall pay to the Chapter 12 Trustee, all projected disposable income to be received in the 5 year period beginning 1/1/2020 to be applied to make payments under the plan. Adequate disposable income is projected in Exhibit G.

2. STANDING CHAPTER 12 TRUSTEE'S FEE: The Trustee shall be paid in full pursuant to 11 U.S.C. Section 503(b), 1226(b)(2), and 28 U.S.C. Section 586(e)(1)(B).

3. DEBTOR ATTORNEY: Debtor's attorney is named below and will be paid by the Trustee as follows:

Attorney	Total Fee	Amount Paid	Unpaid Balance	# Pmts	C D*	Payment Amount	Trustee Fee	1st Date
John A Leonard	26036.75	14275.00	11761.75			0.00	0.00	
(balance of fee to be paid upon approval of fee application)			0.00			0.00	0.00	
			0.00			0.00	0.00	

4. APPRAISER OR CONSULTANT FEES: Appraisers or Consultants employed by the Debtor, are listed below, and will be paid by the Trustee as follows:

Appraiser/ Consultant	Total Fee	Amount Paid	Unpaid Balance	# Pmts	C D*	Payment Amount	Trustee Fee	1st Date
			0.00			0.00	0.00	
Financial Consulting Inc	10000.00	5000.00	5000.00	12	12	416.67	46.30	5/29/2020
Eide Bailly	3000.00	0.00	3000.00	12	12	250.00	27.78	5/29/2020
			0.00			0.00	0.00	
			0.00			0.00	0.00	

5. PRIORITY CLAIMS:

The following claims shall be paid by the Trustee, in full, at the rate stated in the following amounts, on the following date(s)

Creditor Name	Claim Amount	# Pmts	C D*	Payment Amount	Trustee Fee	1st Date
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	

To the extent a priority claim not provided for above is allowed by the Court, (or deemed allowed per 11 USC 502(a) by virtue of having been filed and not objected to) or is for a greater amount than that above provided, the Trustee will pay such claim or additional amount, in full, during the term of the Plan, unless otherwise provided by modification hereof.

* CD = 1 ANNUAL, 2 SEMI-ANNUAL, 4 QUARTERLY, 12 MONTHLY

6. SECURED CLAIMS:

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	AGCO	AMERICREDIT FINANCIAL	BAYLOR COUNTY	BRANCH BANKING & TRUST
Collateral Description	MASSEY FERGUSON 1715L	2018 CHEVROLET	2019 TAXES	2017 CHEVROLET
Creditor's Claim Amount	4,900.00	3,493.04	674.38	27,401.03
* Equity Value: Secured	4,900.00	3,493.04	674.38	27,401.03
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	1			
Interest Rate	5.00%			
Interest Start Date	9/30/2019			
Date First Pmt by Trustee	2/27/2021			
# Payments by Trustee	1			
Payment Code	1			
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	0	0	0
Adj. Int. days First Pay	151	0	0	0
Adj Int. Amt. First Pay	\$101.36	\$0.00	\$0.00	\$0.00
First Payment by Trustee				
Principal & Interest	\$5,145.00	\$0.00	\$0.00	\$0.00
Interest Adjustment	\$101.36	\$0.00	\$0.00	\$0.00
Trustee Fee	\$582.93	\$0.00	\$0.00	\$0.00
Total Pmt + T. Fee	\$5,829.29	\$0.00	\$0.00	\$0.00
Other Payments by Trustee				
Principal & Interest	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Fee	\$0.00	\$0.00	\$0.00	\$0.00
Total Pmt + T. Fee	\$0.00	\$0.00	\$0.00	\$0.00
Other Payments by Debtor				
# Payments by Debtor	0	0	0	0
after completion of plan				
Payment Amount by Debtor	\$0.00	\$0.00	\$0.00	\$0.00
Date First Pmt by Debtor				

Surrender Date	Paid Direct per Order	PAID DIRECT	Paid Direct per Order
Remarks	[Doc 87]		[Doc 88]

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	CNH INDUSTRIAL	CAPITAL FARM	CAPITAL FARM	CAPITAL FARM
		CREDIT - FLCA 6	CREDIT - FLCA 7	CREDIT - FLCA 8
Collateral Description	2013 CASE IH6130	REAL ESTATE	REAL ESTATE	REAL ESTATE
Creditor's Claim Amount	140,940.37	60,605.39	163,928.96	27,414.19
* Equity Value: Secured	190,000.00	60,605.39	163,928.96	27,414.19
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	7	20	20	20
Interest Rate	5.00%	6.50%	6.50%	6.50%
Interest Start Date	9/30/2019	9/30/2019	9/30/2019	9/30/2019
Date First Pmt by Trustee	2/27/2021	2/27/2021	2/27/2021	2/27/2021
# Payments by Trustee	5	5	5	5
Payment Code	1	1	1	1
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	516	516	516
Adj. Int. days First Pay	151	151	151	151
Adj Int. Amt. First Pay	\$2,915.34	\$1,629.70	\$4,408.12	\$737.18
First Payment by Trustee				
Principal & Interest	\$24,357.29	\$5,500.33	\$14,877.60	\$2,488.01
Interest Adjustment	\$2,915.34	\$1,629.70	\$4,408.12	\$737.18
Trustee Fee	\$3,030.29	\$792.22	\$2,142.86	\$358.35
Total Pmt + T. Fee	\$30,302.92	\$7,922.25	\$21,428.58	\$3,583.54
Other Payments by Trustee				
Principal & Interest	\$24,357.29	\$5,500.33	\$14,877.60	\$2,488.01
Trustee Fee	\$753.32	\$170.11	\$460.13	\$76.95
Total Pmt + T. Fee	\$25,110.61	\$5,670.44	\$15,337.73	\$2,564.96
Other Payments by Debtor				
# Payments by Debtor	2	15	15	15
after completion of plan				
Payment Amount by Debtor	\$24,357.29	\$5,500.33	\$14,877.60	\$2,488.01
Date First Pmt by Debtor	02/26/26	02/26/26	02/26/26	02/26/26

Surrender Date
Remarks

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	CAPITAL FARM CREDIT - FLCA 9	CAPITAL FARM CREDIT - PCA 10	JOHN DEERE FINANCIAL #16	
Collateral Description	REAL ESTATE	CASH COLLATERAL	JD 8245R TRACTOR STARFIRE 6000 RECEIVER	
Creditor's Claim Amount	125,611.65	514,456.16	97,420.12	
* Equity Value: Secured	125,611.65	514,456.16	97,420.12	
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	20	7	7	
Interest Rate	6.50%	6.50%	6.50%	
Interest Start Date	9/30/2019	9/30/2019	9/30/2019	
Date First Pmt by Trustee	2/27/2021	2/27/2021	2/27/2021	
# Payments by Trustee	5	5	5	
Payment Code	1	1	1	
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	516	0	516
Adj. Int. days First Pay	151	151	0	151
Adj Int. Amt. First Pay	\$3,377.75	\$13,833.94	\$0.00	\$2,619.67
First Payment by Trustee				
Principal & Interest	\$11,400.06	\$93,801.50	\$0.00	\$17,762.74
Interest Adjustment	\$3,377.75	\$13,833.94	\$0.00	\$2,619.67
Trustee Fee	\$1,641.98	\$11,959.48	\$0.00	\$2,264.71
Total Pmt + T. Fee	\$16,419.79	\$119,594.92	\$0.00	\$22,647.12
Other Payments by Trustee				
Principal & Interest	\$11,400.06	\$93,801.50	\$0.00	\$17,762.74
Trustee Fee	\$352.58	\$2,901.09	\$0.00	\$549.37
Total Pmt + T. Fee	\$11,752.64	\$96,702.59	\$0.00	\$18,312.11
Other Payments by Debtor				
# Payments by Debtor	15	2	0	2
after completion of plan				
Payment Amount by Debtor	\$11,400.06	\$93,801.50	\$0.00	\$17,762.74
Date First Pmt by Debtor	02/26/26	02/26/26		02/26/26
Surrender Date		Includes attorney fees	Includes attorney	
Remarks		of \$7,538.42	fees of \$336.50	

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	JOHN DEERE FINANCIAL #17	JOHN DEERE FINANCIAL #18	JOHN DEERE FINANCIAL #19	JOHN DEERE FINANCIAL #20
Collateral Description	JD 1725 12 ROW PLANTER	JD 2410XN CHISEL PLOW	KRAUSE 1200-640R RIPPER/HIPPER	JD 9510R 4WD TRACTOR
Creditor's Claim Amount	29,987.65	30,132.07	20,226.25	181,928.86
* Equity Value: Secured	29,987.65	30,132.07	20,226.25	181,928.86
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	7	7	7	7
Interest Rate	6.50%	6.50%	6.50%	6.50%
Interest Start Date	9/30/2019	9/30/2019	9/30/2019	9/30/2019
Date First Pmt by Trustee	2/27/2021	2/27/2021	2/27/2021	2/27/2021
# Payments by Trustee	5	5	5	5
Payment Code	1	1	1	1
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	516	516	516
Adj. Int. days First Pay	151	151	151	151
Adj Int. Amt. First Pay	\$806.38	\$810.26	\$543.89	\$4,892.14
First Payment by Trustee				
Principal & Interest	\$5,467.69	\$5,494.02	\$3,687.88	\$33,171.34
Interest Adjustment	\$806.38	\$810.26	\$543.89	\$4,892.14
Trustee Fee	\$697.12	\$700.47	\$470.20	\$4,229.27
Total Pmt + T. Fee	\$6,971.19	\$7,004.75	\$4,701.97	\$42,292.75
Other Payments by Trustee				
Principal & Interest	\$5,467.69	\$5,494.02	\$3,687.88	\$33,171.34
Trustee Fee	\$169.10	\$169.92	\$114.06	\$1,025.92
Total Pmt + T. Fee	\$5,636.79	\$5,663.94	\$3,801.94	\$34,197.26
Other Payments by Debtor				
# Payments by Debtor	2	2	2	2
after completion of plan				
Payment Amount by Debtor	\$5,467.69	\$5,494.02	\$3,687.88	\$33,171.34
Date First Pmt by Debtor	02/26/26	02/26/26	02/26/26	02/26/26
Surrender Date	Includes attorney	Includes attorney	Includes attorney	Includes attorney
Remarks	fees of \$336.50	fees of \$336.50	fees of \$336.50	fees of \$336.50

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	JOHN DEERE FINANCIAL #21	JOHN DEERE FINANCIAL #22	JOHN DEERE FINANCIAL #23	JOHN DEERE FINANCIAL #15
Collateral Description	JD 995 MOLDBOARD PLOW	JD 8270R ROW CROP TRACTOR JD S161 STARFIRE	BIGHAM BROS 1238 12 ROW CULTIVATOR	FARM PLAN CREDIT
Creditor's Claim Amount	13,317.55	115,959.62	46,693.18	53,338.60
* Equity Value: Secured	13,317.55	115,959.62	46,693.18	53,338.60
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	7	7	7	7
Interest Rate	6.50%	6.50%	6.50%	6.50%
Interest Start Date	9/30/2019	9/30/2019	9/30/2019	9/30/2019
Date First Pmt by Trustee	2/27/2021	2/27/2021	2/27/2021	2/27/2021
# Payments by Trustee	5	5	5	5
Payment Code	1	1	1	1
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	516	516	516
Adj. Int. days First Pay	151	151	151	151
Adj Int. Amt. First Pay	\$358.11	\$3,118.20	\$1,255.60	\$1,434.30
First Payment by Trustee				
Principal & Interest	\$2,428.21	\$21,143.08	\$8,513.63	\$9,725.30
Interest Adjustment	\$358.11	\$3,118.20	\$1,255.60	\$1,434.30
Trustee Fee	\$309.59	\$2,695.70	\$1,085.47	\$1,239.95
Total Pmt + T. Fee	\$3,095.91	\$26,956.98	\$10,854.70	\$12,399.55
Other Payments by Trustee				
Principal & Interest	\$2,428.21	\$21,143.08	\$8,513.63	\$9,725.30
Trustee Fee	\$75.10	\$653.91	\$263.31	\$300.78
Total Pmt + T. Fee	\$2,503.31	\$21,796.99	\$8,776.94	\$10,026.08
Other Payments by Debtor				
# Payments by Debtor	2	2	2	2
after completion of plan				
Payment Amount by Debtor	\$2,428.21	\$21,143.08	\$8,513.63	\$9,725.30
Date First Pmt by Debtor	02/26/26	02/26/26	02/26/26	02/26/26
Surrender Date	Includes attorney	Includes attorney	Includes attorney	Includes attorney
Remarks	fees of \$336.50	fees of \$336.50	fees of \$336.50	fees of \$336.50

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	JOHN DEERE FINANCIAL #14			
Collateral Description	LEASE JD 8235R TRACTOR			
Creditor's Claim Amount				
* Equity Value: Secured				
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term				
Interest Rate				
Interest Start Date				
Date First Pmt by Trustee				
# Payments by Trustee				
Payment Code				
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	0	0	0	0
Adj. Int. days First Pay	0	0	0	0
Adj Int. Amt. First Pay	\$0.00	\$0.00	\$0.00	\$0.00
First Payment by Trustee				
Principal & Interest	\$0.00	\$0.00	\$0.00	\$0.00
Interest Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Fee	\$0.00	\$0.00	\$0.00	\$0.00
Total Pmt + T. Fee	\$0.00	\$0.00	\$0.00	\$0.00
Other Payments by Trustee				
Principal & Interest	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Fee	\$0.00	\$0.00	\$0.00	\$0.00
Total Pmt + T. Fee	\$0.00	\$0.00	\$0.00	\$0.00
Other Payments by Debtor				
# Payments by Debtor	0	0	0	0
after completion of plan				
Payment Amount by Debtor	\$0.00	\$0.00	\$0.00	\$0.00
Date First Pmt by Debtor				

Surrender Date
Remarks

Paid Direct - See
Provision 1 in Other
Plan Provisions

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	FARM CREDIT SERVICES 6447	FARM CREDIT SERVICES 6448	FARM CREDIT SERVICES 0590	FARM CREDIT SERVICES 9997
Collateral Description	DISK	AIR CART	FIELD CULTIVATOR	GRAIN PLATFORM HEADER
Creditor's Claim Amount	14,374.77	4,648.54	2,797.83	21,650.11
* Equity Value: Secured	14,374.77	4,648.54	2,797.83	21,650.11
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	7	7	7	7
Interest Rate	6.50%	6.50%	6.50%	6.50%
Interest Start Date	9/30/2019	9/30/2019	9/30/2019	9/30/2019
Date First Pmt by Trustee	2/27/2021	2/27/2021	2/27/2021	2/27/2021
# Payments by Trustee	5	5	5	5
Payment Code	1	1	1	1
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	516	516	516
Adj. Int. days First Pay	151	151	151	151
Adj Int. Amt. First Pay	\$386.54	\$125.00	\$75.23	\$582.18
First Payment by Trustee				
Principal & Interest	\$2,620.97	\$847.57	\$510.13	\$3,947.49
Interest Adjustment	\$386.54	\$125.00	\$75.23	\$582.18
Trustee Fee	\$334.17	\$108.06	\$65.04	\$503.30
Total Pmt + T. Fee	\$3,341.68	\$1,080.63	\$650.40	\$5,032.97
Other Payments by Trustee				
Principal & Interest	\$2,620.97	\$847.57	\$510.13	\$3,947.49
Trustee Fee	\$81.06	\$26.21	\$15.78	\$122.09
Total Pmt + T. Fee	\$2,702.03	\$873.78	\$525.91	\$4,069.58
Other Payments by Debtor				
# Payments by Debtor	2	2	2	2
after completion of plan				
Payment Amount by Debtor	\$2,620.97	\$847.57	\$510.13	\$3,947.49
Date First Pmt by Debtor	02/26/26	02/26/26	02/26/26	02/26/26
Surrender Date	Includes attorney fees			
Remarks	of \$8,389.00			

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

6. SECURED CLAIMS: (Continued)

Disbursements by the Trustee on impaired claims, including arrearages; direct payments by Debtor(s); surrender of collateral for value: The Trustee and/or the Debtor(s) as indicated, shall pay the following secured claims, the amount stated on or before the dates shown; or Debtor(s) will surrender the collateral for the values shown:

Creditor Name	FARM CREDIT SERVICES 1470	FARM CREDIT SERVICES 2316	FARM CREDIT SERVICES 7105	FARM CREDIT SERVICES 5106
Collateral Description	CENTER PIVOT	SELF PROPEL SPRAYER	BOLL BUGGY	DRILL
Creditor's Claim Amount	29,350.76	171,609.95	8,880.71	42,982.73
* Equity Value: Secured	29,350.76	171,609.95	8,880.71	42,982.73
Deficiency: Unsecured Claim	0.00	0.00	0.00	0.00
Amortization Term	7	7	7	7
Interest Rate	6.50%	6.50%	6.50%	6.50%
Interest Start Date	9/30/2019	9/30/2019	9/30/2019	9/30/2019
Date First Pmt by Trustee	2/27/2021	2/27/2021	2/27/2021	2/27/2021
# Payments by Trustee	5	5	5	5
Payment Code	1	1	1	1
Equal Amort Code = Y	N	N	N	N
Days to First Pmt	516	516	516	516
Adj. Int. days First Pay	151	151	151	151
Adj Int. Amt. First Pay	\$789.25	\$4,614.66	\$238.81	\$1,155.82
First Payment by Trustee				
Principal & Interest	\$5,351.56	\$31,289.88	\$1,619.23	\$7,837.10
Interest Adjustment	\$789.25	\$4,614.66	\$238.81	\$1,155.82
Trustee Fee	\$682.31	\$3,989.39	\$206.45	\$999.21
Total Pmt + T. Fee	\$6,823.12	\$39,893.93	\$2,064.49	\$9,992.13
Other Payments by Trustee				
Principal & Interest	\$5,351.56	\$31,289.88	\$1,619.23	\$7,837.10
Trustee Fee	\$165.51	\$967.73	\$50.08	\$242.39
Total Pmt + T. Fee	\$5,517.07	\$32,257.61	\$1,669.31	\$8,079.49
Other Payments by Debtor				
# Payments by Debtor	2	2	2	2
after completion of plan				
Payment Amount by Debtor	\$5,351.56	\$31,289.88	\$1,619.23	\$7,837.10
Date First Pmt by Debtor	02/26/26	02/26/26	02/26/26	02/26/26
Surrender Date				
Remarks				

* If collateral is subject to senior lien(s), only the value (equity) in excess of same is shown.

7. CASH COLLATERAL PAYMENTS:

In accordance with the Cash Collateral Order(s) entered or to be entered in this case, the Trustee shall make the following distributions out of the following described "Cash Collateral Payments", on the stated dates:

Principal:	\$339,859.65	Creditor:	CFC/PCA
Interest Rate:	6.50%	Amort:	5
Start Interest Date:	9/30/2019	1st Pmt Date:	2/25/2021

Collateral Amount	Interest Amount	Principal Creditor	P & I Creditor	Cash Collateral Balance	Trustee Fee	Refund To Debtor
Year One						
339859.65	31108.80	67971.93	99080.73	271887.72	11008.96	260878.76
Year Two						
271887.72	17672.70	67971.93	85644.63	203915.79	2648.82	201266.97
Year Three						
203915.79	13254.53	67971.93	81226.46	135943.86	2512.17	133431.69
Year Four						
135943.86	8836.35	67971.93	76808.28	67971.93	2375.53	65596.40
Year Five						
67971.93	4418.18	67971.93	72390.11	0.00	2238.88	0.00

Principal:	Creditor:
Interest Rate:	Amort:
Start Interest Date:	1st Pmt Date:

Collateral Amount	Interest Amount	Principal Creditor	P & I Creditor	Cash Collateral Balance	Trustee Fee	Refund To Debtor
Year One						
0.00	0.00	0.00	0.00	0.00	0.00	0.00
Year Two						
0.00	0.00	0.00	0.00	0.00	0.00	0.00
Year Three						
0.00	0.00	0.00	0.00	0.00	0.00	0.00
Year Four						
0.00	0.00	0.00	0.00	0.00	0.00	0.00
Year Five						
0.00	0.00	0.00	0.00	0.00	0.00	0.00

8. UNSECURED CLAIMS:

A. Unsecured Claims Classified For Special Treatment: The Trustee shall pay the following unsecured claims the following amount(s) including interest at the following rate(s), at the following times pursuant to 11 U.S.C. Section 1222(11).

Creditor Name	Reason	Claim Amount	Interest Rate	# C Pmts D*	Amount Disb.	Trustee Fee	1st Date
					\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	

B. General Unsecured Deficiency Creditors: The following claims shall be paid by the Trustee, pro-rata, out of any "Projected Disposable Income" received in paragraph 1(B) of this Order.

[illegible]

* CD = 1 Annual, 2 Semi-Annual, 4 Quarterly, 12 MONTHLY

C. General Unsecured Creditors: The following claims shall be paid by the Trustee, pro-rata with the claims in paragraph 8(B), out of any "Projected Disposable Income" received in paragraph 1(B) of this Order.

Creditor#	Creditor Name		Claim Amount	Percentage
				0.0000%
				0.0000%
	INDIGO AG INC		63291.54	20.0695%
	MONSANTO COMPANY		93202.21	29.5541%
	NUTRIEN AG SOLUTIONS		146809.67	46.5529%
	PETTY FLYING SERVICE		7252.30	2.2997%
	WEST GAINES SEED		4805.45	1.5238%
				0.0000%
				0.0000%
				0.0000%
				0.0000%
				0.0000%
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				0.0000%
				0.0000%
				0.0000%
				0.0000%
				0.0000%
				0.0000%
				0.0000%
Total			<u>\$315,361.17</u>	<u>100.0000%</u>

9. OTHER PLAN PROVISIONS:

Provision 1 - John Deere Lease Assumption Terms - 1) Debtor assumes the lease with Deere Credit, Inc. dated 10/25/2017, for the 2011 JD 8235R Row Crop tractor ("Tractor"), with annual payments of \$13,646.70, due on Oct. 24th of each year for 4 years commencing Oct. 24, 2017 ("Lease"). 2) If Debtor does not exercise the purchase option contained in the lease, Deere Credit, Inc. may regain possession of the Tractor without the need for any action in the Bankruptcy Court and the automatic stay shall be deemed lifted. 3) The final lease payment is due on Oct. 24, 2021 at which time the purchase option of \$92,258.02 is due and payable or the Tractor shall be surrendered immediately to Quality Implement Co., 10576 US-277, Munday, TX 76371. 4) Nothing in this Order shall constitute a waiver of any right of Deere Credit, Inc. to assert claims under the provisions of the Lease, including but not limited to, provisions concerning excess hour usage and equipment condition.

Any plan payment shown on page 2 of this Order that includes trustee fees in excess of fees allowed by 28 U.S.C. Section 586(e)(1)(B) shall be retained by the Trustee and applied toward the \$94,826.76 minimum calculated pursuant to 11 U.S.C. Section 1225(a)(4) shown on page 2 of this Order. The Trustee shall not disburse such funds until any claims pursuant to 11 U.S.C. Section 1232 have been determined or waived by all parties.

See addendums of Capital Farm Credit FLCA/PCA and Farm Credit Services of America, PCA d/b/a AgDirect attached and made a part of this order.

Upon the Court's approval of this order the Trustee shall endorse and deliver to debtors two farm program payments currently held by the Trustee. The Debtor shall be allowed to deposit the checks into their debtor in possession account and use the funds in the normal course of business. The check numbers are 08828052 and 08828060 in the amount of \$1,432.64 each for a total of \$2,865.28.

10. PARTICIPATION IN FEDERAL FARM PROGRAMS

If the debtor is a party to prepetition, executory contracts with the Commodity Credit Corporation (CCC) or any other agency of the United States Department of Agriculture (USDA) evidencing debtor's participation in Federal Farm Programs, the confirmation of the debtor's plan shall constitute Court approval of and authorization for debtor's assumption of such contract(s).

Confirmation of the debtor's plan shall also constitute Court permission and authorization for the debtor to enroll and participate in Federal Farm Programs administered by the USDA or any agency thereof.

Nothing contained in this Order shall impair the policies, procedures, regulations and contract provisions established by the USDA or any of its agencies with regard to the Federal Farm Program benefits including, but not limited to, determining eligibility for program participation and for program benefits and collecting postpetition claims of the United States Government by offset.

All postpetition crops are free and clear of any prepetition liens or security interests unless such prepetition liens or security interests are retained in the confirmed plan. Prepetition liens and security interests which are not retained in the confirmed plan shall be released by the holder(s) of such liens or security interests on request (oral or written) by the debtor.

Debtor may place any of the debtor's postpetition crops in the Federal Price Support Loan Program without further order of this Court and upon compliance with requirements of the Program. All Federal Farm Program benefits that the FSA has determined to be payable to debtor may be disbursed by FSA in the ordinary course of business in accordance with the program regulations and without further order of this Court.

11. 'PENALTY' UNSECURED CLAIMS: Any unsecured claims for non-pecuniary penalty, expressly including IRS penalty to date of petition on unsecured and/or priority claims shall be paid pro-rata any funds remaining after all other unsecured claims have been paid in full.

12. GRACE PERIOD: The Trustee may, for "good cause" allow the Debtor a grace period of up to forty-five (45) days for any quarterly, semi-annual or annual payment due to the Trustee under the Plan, provided Debtor also pays all applicable accrued interest and Trustee's fee resulting from such late payment.

13. DISCHARGE: Pursuant to Section 1228 of the bankruptcy Code, as amended, the Debtor shall receive a discharge after completion of all payments under the plan.

14. MODIFICATION: Pursuant to Section 1229 of the Bankruptcy Code, as amended, the Debtor shall have the right to modify the plan after confirmation.

15. LIEN RETENTION: Pursuant to Section 1225(a)(5) of the Bankruptcy Code, as amended, secured creditors shall retain their liens.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Debtor's Chapter 12 Plan of Reorganization be and the same is hereby approved

IT IS FURTHER ORDERED that any subsequent Modification of such Plan and the Order confirming or modifying such plan, will conform substantially to the form hereof.

END OF ORDER

APPROVED AS TO FORM AND SUBSTANCE:

/s/ John A. Leonard
John A. Leonard
Attorney for the Debtor(s)

/s/ Tommy J. Swann
Tommy J. Swann
Attorney for Capital Farm Credit FLCA/F

/s/ Stephen G. Wilcox
Stephen G. Wilcox
Attorney for Americredit Financial
Services, Inc d/b/a GM Financial

/s/ Brad Kloiber
Brad Kloiber
Standing Chapter 12 Trustee
Prepared : 3/17/2020
REV 09.00

/s/ Jody D. Jenkins
Jody D. Jenkins
Attorney for Deere & Company, Deere
Credit, Inc., and John Deere Financial

/s/ Michael S. Uryasz
Michael S. Uryasz
Attorney for Farm Credit Service of
America PCA d/b/a AgDirect

**ADDENDUM REGARDING CLAIM OF CAPITAL FARM CREDIT, FLCA
AND CAPITAL FARM CREDIT, PCA TO THE DEBTORS' CHAPTER 12 PLAN
OF REORGANIZATION CHRISTOPHER LYNN ORSAK**

**CHELSI ANN ORSAK
CASE NO. 19-70285-rlj12
March 18, 2020**

1. Capital Farm Credit has five claims in the CHRISTOPHER LYNN ORSAK and CHELSI ANNE ORSAK bankruptcy, those being: Claim No. 6 (Capital Farm Credit, FLCA) in the amount of \$60,605.39; Claim No. 7 (Capital Farm Credit, FLCA) in the amount of \$163,928.96; Claim No. 8 (Capital Farm Credit, FLCA) in the amount of \$27,414.19; Claim No. 9 (Capital Farm Credit, FLCA) in the amount of \$125,611.65; and Claim No. 10 (Capital Farm Credit, PCA) in the amount of \$846,777.39.
2. Capital Farm Credit has a deeds of trust on land in Baylor County, Texas and a security interest in crops, livestock, equipment, government payments and other collateral as set forth in the Commercial Security Agreements and the Deeds of Trust attached to the proofs of claim. All claims are cross-collateralized. Capital Farm Credit retains its security interest in crops, livestock and government payments to secure its cash collateral claim.
3. Any Patronage, equities or stock retirement payable by Capital to Debtors shall be applied to indebtedness of Debtors to Capital, until the indebtedness is paid in full. Within 10 days from the date that the funds are applied, Capital shall provide notice of application of the funds to the Debtor, Debtor's Attorney and the Trustee. Said notice shall include the amount of funds applied, the claim to which the funds were applied and the date of application. The funds are to be applied to principal only.
4. The claims of Capital shall continue to be cross-collateralized and cross-defaulted, so that default in payment of any claim of Capital shall be a default in the payment of all of the claims of Capital.
5. Capital shall be paid its reasonable attorney fees and expenses incurred in this case pursuant to §506 of the Bankruptcy Code. The fees and expenses of Capital shall be added as additional principal to the Note. The Parties agree that Capital's attorney fees as of the date of confirmation are \$7,538.42. The attorney fees shall be added to the Claim 10 and paid out according to the Plan. Debtor shall also reimburse Capital for any reasonable post-confirmation attorney fees or other expenses expended by Capital for preservation of its collateral or collection of its indebtedness.
6. If Debtors default in making payments to Capital, or default in performance of the requirements of the Plan, the Note, or this Addendum, Capital shall give notice of default to Debtors and demand for payment or performance. If payment or performance is not made within 30 days after the notice for default, the automatic stay shall be lifted without further order of the Court. Nothing herein shall limit Debtors' right to file a motion to modify the plan within the 30 days after the notice of default.

**ADDENDUM REGARDING CLAIM(S) OF FARM CREDIT SERVICES OF AMERICA,
PCA D/B/A AGDIRECT TO THE DEBTORS' AMENDED CHAPTER 12 PLAN OF
REORGANIZATION AND MOTION FOR VALUATION**

**CHRISTOPHER LYNN ORSAK
CHELSI ANN ORSAK
CASE NO. 19-70285-hdh12
MARCH 18, 2020**

1. Farm Credit Services of America, PCA d/a/b AgDirect ("FCSA") has eight claims in the CHRISTOPHER LYNN ORSAK and CHELSI ANN ORSAK bankruptcy, those being: Account No. 6447 in the amount of \$5,985.77; Account No. 6448 in the amount of \$4,648.54; Account No. 0590 in the amount of \$2,797.83; Account No. 9997 in the amount of \$21,650.11; Account No. 1470 in the amount of \$29,350.76; Account No. 2316 \$171,609.95; Account No. 7105 in the amount of \$8,880.71; and Account No. 5106 in the amount of \$42,982.73. Each of these accounts and claim(s) are more fully set forth in FCSA's filed proof of claim.
2. FCSA has a security interest on equipment as more fully set forth in their Retail Installment Contracts, Promissory Notes, Loan Agreements, and/or Security Agreements all of which are attached to FCSA's proof of claim. All claim(s) are cross-collateralized. FCSA retains its security interest in the equipment to secure its claim(s) and all necessary UCC's have been filed.
3. The claim(s) of FCSA shall continue, to the extent applicable, to be cross-collateralized and cross-defaulted, so that default in payment of any claim(s) of FCSA shall be a default in the payment of all of the claim(s) of FCSA.
4. Debtors shall cause to be placed, maintain, and pay timely all required liability, flood, life, fire hazard, and comprehensive public liability insurance coverage as is currently in effect or required by law or by contract on all FCSA's collateralized equipment. Debtors shall provide copies of such insurance policies and evidence that each such insurance policy identifies FCSA as Loss Payee with respect to FCSA's collateral. In the event FCSA is required to acquire or force place insurance, Debtors shall reimburse FCSA for its costs.
5. FCSA shall be paid its reasonable attorneys' fees and expenses incurred in the case pursuant to §506 of the Bankruptcy Code. The fees and expenses of FCSA shall be added as additional principal to FCSA's claim(s). The Parties agree that FCSA's attorney fees as of the of confirmation are at least \$8,389.00. The attorney fees shall be added to Account No. 6447 and paid out according to the Plan. Debtors shall also reimburse FCSA for any reasonable post-confirmation attorney fees or other expenses expended by FCSA for preservation of its collateral or collection of its indebtedness.
6. In the event secured creditor, Farm Credit Services of America, PCA d/b/a AgDirect ("FCSA") and/or any other secured or unsecured creditor of debtors listed in the Plan, does not receive any payment by the dates set forth in this Plan or in the event Debtors convert to a Chapter 7, FCSA shall send written notice by Regular Mail and by Certified Mail Return

Receipt Requested, postage prepaid, to Debtors, Counsel for Debtors, and allow Debtors a 10-day period from the date of such written notice to cure such delinquent payments. FCSA shall not cause such written notice to be issued under this Section during the pendency of the Trustee's grace period as referenced in Paragraph 12 of the Plan. Cure payments must be made by certified funds only and FCSA may charge Debtors \$50 for any notice given pursuant to this Order. In the event Debtors fail to cure such delinquent payments within such 10-day period, the automatic stay of 11 U.S.C. §362 shall terminate as to FCSA without further recourse to this Court and FCSA shall be allowed to take any and all steps necessary to exercise any and all rights it may have in the equipment collateral described as follows and as referenced in this Plan:

- a. **Account 6447:** Equipment collateral being that Case IH, Model RMX370, Disk with Serial Number JFH0024240.
- b. **Account 6448:** Equipment collateral being that John Deere, Model 1910, Air Cart with Serial Number A01910T705103; and that John Deere, Model 730, Air Drill with Serial Number A00730X705104.
- c. **Account 0590:** Equipment collateral being that DMI, Model Tigermate, Field Cultivator with Serial Number 322469, and that DMI, Model Tigermate II, Soil Conditioner/Finisher with Serial number 720374.
- d. **Account 9997:** Equipment collateral being that Gleaner, Model 5100, Grain Platform Head with Serial Number HT-88156
- e. **Account 1470:** Equipment collateral being that Zimmatic, Model 9503MP, Center Pivot with Serial Number LE3403
- f. **Account 2316:** Equipment collateral being that John Deere, Model R4030, Sprayer: Self-Propelled with Serial Number 1N04030RTE0006245
- g. **Account 7105:** Equipment collateral being that BIG 12, Model BB7, Boll Buggy with Serial Number 765
- h. **Account 5106:** Equipment collateral being that Great Plains, 2S-2600HD Drill with Serial Number GP-DD2023